



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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June 15, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**
001322
Amendment 1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT TO SERVICE CONTRACT FOR
STREET SWEEPING SERVICES IN MARINA DEL REY
SUPERVISORIAL DISTRICTS 2 AND 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the services continue to be capable of being performed more economically by an independent contractor than by County employees, in accordance with Los Angeles County Code Chapter 2.201.
3. Approve the enclosed Amendment No. 1 to Contract No. 001322 with Joe's Sweeping Inc., d.b.a. Nationwide Environmental Services, to continue this contract on a month-to-month basis for up to 12 months starting July 1, 2006, while Public Works completes the solicitation process for a replacement contract.
4. Authorize Public Works to encumber \$90,450 for Contract No. 001322 for Fiscal Year 2006-07.
5. Authorize the Director of Public Works to encumber 10 percent of the annual contract amount for any additional and unforeseen work within the scope of this contract.
6. Instruct the Mayor to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 3, 2003, Synopsis 60, your Board approved Contract No. 001322 with Nationwide Environmental Services, a Division of Joe's Sweeping, Inc., located in Norwalk, California, for Street Sweeping Services in Marina Del Rey. This contract was for a period of 36 months beginning July 1, 2003. The purpose of this action is to continue these services on a month-to-month basis, starting July 1, 2006, for up to 12 months. This action is necessary due to a cancelled solicitation. Public Works will complete a new solicitation process during this extension period for a replacement contract. When proposals have been received and evaluated, Public Works will recommend contract award for continued provision of these services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This amendment will continue to utilize the contractor's expertise to effectively provide these services in a timely, responsive, and cost-effective manner

FISCAL IMPACT/FINANCING

The monthly cost for this service is \$7,538, or \$90,450 for the entire 12-month period. In addition, there is an extra 10 percent for additional and unscheduled work requirements within the scope of work for this contract. Funds for these services are included in the Public Works' 2006-07 Road Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The additional services will increase the contract's annual maximum sum to \$90,450 (an increase of \$10,050) for the 12-month period. The monthly rate of these services was increased due to the increase in fuel rates and dump fees. Funds for these services are included in the Public Works' 2006-07 Road Fund.

Public Works has reviewed the amended contract cost in accordance with methodology approved by the Auditor-Controller and has determined that this contract remains cost-effective at the increased amount.

The Honorable Board of Supervisors
June 15, 2006
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ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of CEQA, these services are categorically exempt as set forth in Sections 15301 (c) of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment will continue the current contract services.

CONCLUSION

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

SS

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Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 001322

STREET SWEEPING SERVICES – MARINA DEL REY

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California (hereinafter referred to as COUNTY), and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001322 was entered into between the COUNTY and the CONTRACTOR on July 1, 2003, for Street Sweeping services in Marina Del Rey; and

WHEREAS, Contract No. 001322 is scheduled to expire on June 30, 2006; and

WHEREAS, Public Works desires that this contract be extended on a month-to-month basis for a period of up to 12 months under the Contract's existing terms and conditions; and

WHEREAS, the COUNTY has revised its contractor nonresponsibility, debarment, and assignment contract conditions since Contract No. 001322 was entered into.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001322 between them shall be amended as follows:

FIRST: Part I, Section 2.W, Duration of Contract, of the Contract Specifications and Conditions is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to 12 months, beginning July 1, 2006, subject to the following:

- CONTRACTOR shall provide continuous performance under this Contract from month to month, commencing on July 1, 2006, up to the maximum period of one year, through and including June 30, 2007, provided, however, that the COUNTY may terminate this Contract, effective as of the last day of any month, by providing written notice of nonrenewal to the CONTRACTOR at least 10 days before the last day of that month.

SECOND: The County agrees, in consideration of the satisfactory performance by the CONTRACTOR of Street Sweeping Services on all streets and alleys within the boundaries shown on Exhibit A in strict compliance with the Contract Specifications, to pay the CONTRACTOR a monthly amount not to exceed \$7,538, for a total, maximum not-to-exceed amount for the 12-month period of \$90,450, or such greater amount as the Board may approve.

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THIRD: This AMENDMENT will become effective on July 1, 2006, and continue on a month-to-month basis for a period not to exceed 12 months.

FOURTH: Part II, Section 2.R, Proposer Debarment, of the Contract Specifications and Conditions is hereby amended to read as follows: The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice, which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After the consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated

one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: Part II, Section 4.F of the Contract Specifications and Conditions is deleted.

SIXTH: Part III, Section C, is amended to read as follows: CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the

COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

SEVENTH: All other terms, requirements, specifications, and conditions of the original Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

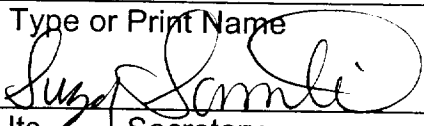
By  _____
Deputy

JOE'S SWEEPING INC., d.b.a.
NATIONWIDE ENVIRONMENTAL
SERVICES

By  _____
Its President

Never Samuelian

Type or Print Name

By  _____
Its Secretary

Suzy Samuelian

Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

} ss.

On June 9, 2006

Date

, before me, Ani Kaprielian, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Never Samuelian & Suzy Samuelian

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ani Kaprielian
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Marina Del Rey - Contract Amendment 1

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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